BENGALURU SMART INFRASTRUCTURE LIMITED

No: BSMILE/PE-08/TEND/01/2026-27

Office of the Project Engineer -08
Bengaluru Smart Infrastructure Limited
Ground Floor, Annex-2 Building, GBA Head office N R Square, Bengaluru-560002,
Dated: 06.08.2026

TENDERS FOR THE WORK OF: Providing Green Eco Barrier as Central/Side Median made out of Reinforcement Cement Concrete at Raitha santhe road (Jakkur Road) including Green hedging and maintenance for period of 2 years in Bengaluru North City Corporation Limits.

Tender Reference	:	BSMILE/PE-08/TEND/01/2026-27
Date of Notification	:	06.08.2026.
Availability of Tender Documents in KPP Portal	:	07.08.2026.
Last date for submission of queries through KPP Portal only	:	13.08.2026 @ 12:00 noon
Date of Pre-Bid Meeting	:	13.08.2026 @ 16:00 Hours in the Chamber of Director (Technical), B-SMILE, 3rd Floor, Miller Tank Bund Area, Thimmaiah Road, Vasantha Nagar, Bengaluru-560051
Last Date for Uploading the Filled Tender Document	:	19.08.2026up to 16:00 PM
Time and Date of Opening of Technical Bid of Tenders	:	21-08-2026 @ 11:30 AM
Place of Opening of Technical Bid of Tenders	:	O/o Project Engineer-08, B-SMILE, Ground Floor, Annex-2 Building, GBA Head office premises, N.R. Square, Bengaluru-560 002.
Time and Date of Opening of Financial Bid of Tenders	:	Will be intimated to the Qualified Tenderers

TENDER DOCUMENT
(TWO COVER SYSTEM)

ADDRESS FOR COMMUNICATION
PROJECT ENGINEER-08
B-SMILE, GF, ANNEX-2 Building,
N.R.SQUARE
BANGALORE-560002.

Contents

Section No.	Description	Page No.
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	5
3	QUALIFICATION INFORMATION	18
4	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	21
5	CONDITIONS OF CONTRACT (CC)	24
6	CONTRACT DATA	39
7	SPECIFICATIONS	41
8	DRAWINGS	42
9	BILL OF QUANTITIES	42
10	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	43

Note: The tender is through KPP Portal only and the clauses pertaining to manual tendering will be changed accordingly. Application for blank tender forms is through e – mode. Payment for blank tender form and EMD is through e-payment or NEFT challan. Submission of tender is also through online only.

BENGALURU SMART INFRASTRUCTURE LIMITED

No:B-SMILE/PE-08/TEND/ 01/2026-27

Office of the Project Engineer-08
Bengaluru Smart Infrastructure Limited
Ground Floor, Annex-2 Building,
GBA Head office, N R Square
Bengaluru-560 002, Dated:06.08.2026

NOTICE INVITING TENDER (NIT)

(Through http://kppp.karnataka.gov.inonly)

(Competitive Bidding under Two Cover System)

(Short Term Tender)

The Government of Karnataka has constituted "Bengaluru Smart Infrastructure Limited" (B-SMILE) for implementation of Specific Infrastructure works in the city of Bengaluru. On behalf of the Bengaluru Smart Infrastructure Limited (B-SMILE), The Project Engineer-08, Bengaluru Smart Infrastructure Limited (B-SMILE) invites tenders from eligible contractors registered with CPWD / KPWD / Railways / National Highway or any State Government Organizations for the development of work through **KPP Portal**. The details of the work are as under.

Sl No	Name of work	Amount put to tender	Earnest money Deposit	Construction Period
1	Providing Green Eco Barrier as Central/Side Median made out of Reinforced Cement Concrete at Raitha santhe road (Jakkur Road) including Green hedging and maintenance for a period of 2 years in Bengaluru North City Corporation Limits.	**89.76 Lakhs**	**1.80 Lakhs**	**03 Months**

1. The tenderers may submit tenders for works given in the table through KPP portal of the Government of Karnataka (http://kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in RFP to qualify for award of the contract (RFP Document and KTPP Act shall be followed).
2. Tenders must be accompanied by **Earnest Money Deposit (EMD) through** KPP Portal only. Any errors in the EMD shall be liable for rejection and have to be valid for 180 days beyond the validity of the tender.
3. Tender documents may be downloaded from Government of Karnataka KPP Portal website https://kppp.karnataka.gov.in under tenders' section. All documents uploaded on the KPP portal are based on the Detailed Project Preparation (DPR) and for the tender purposes only.
4. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should be clear). IT returns and its year wise abstract should be certified by Chartered Accountant.
5. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants' bid.

6. A successful bidder will have to execute an agreement with Project Engineer-08, B-SMILE, and Bengaluru within 15 days upon receipt of intimation along with performance Security as per contract price in form of FDR / Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within 07days from the date of issue of work order, failing in such cases the performance security will forfeit which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
7. Tenders must be submitted online through KPP portal on or before **16.00 hours on 19.08.2026 and** the opening of tenders will be as per the KPP portal guidelines. Aspiring Contractors who have not registered in the KPP Portal must register before participating through the website https://kppp.karnataka.gov.in
8. **The contractors are informed to conduct their own site specific surveys & studies to analyze the land availability for stocking materials and placement of machinery etc. before submitting their bids.**
9. The Tender includes **Defect Liability and Maintenance Period of 03 years and maintenance of 02 years**, and the Amount Put to Tender includes the cost of such maintenance obligations as specified in the RFP.
10. The maintenance cost included in the Amount Put to tender has been considered for a 02-year period.
11. The payment structure under the Contract shall comprise milestone-based construction payments and post-completion security retention, including Performance Security Deposit (PSD) and Final Security Deposit (FSD), which shall be specified in the tender documents.
12. The transaction fee/Bid document/ Tender Document fee is non-refundable. For registration and e-payment details contact KPP Portal Helpdesk.
13. **The Bidders shall quote rate excluding GST against the amount put to tender**.
14. The Bidder must compulsorily submit Quality Control Laboratory reports, and conduct required field testing.
15. B-SMILE reserves the right to accept or reject any or all the bids without providing reasons.
16. The EMD for the unsuccessful bidder will be returned only after issuance of LOA to the successful bidder.
17. Corrigendum, modifications, corrections, if any, will be published in the KPP portal website only.
18. Further details may be obtained from Project Engineer-08, B-SMILE vide +91-9480684553 or via email at eebsmile.pe08@gmail.com
19. Other details can be obtained in the Tender / RFP document uploaded in KPPP.
20. Following shall be the calendar of events for Tendering:

	Event Description	Date
1.	Date of Notification	06.08.2026.
2.	Availability of Tender Documents in KPP Portal	07.08.2026.
3.	Last date for submission of queries through KPP Portal only	13.08.2026 @ 12:00 noon
4.	Date of Pre-Bid Meeting	13.08.2026 @ 16:00 Hours in the Chamber of Director (Technical), B-SMILE, 3rd Floor, Miller Tank Bund Area, Thimmaiah Road, Vasantha nagar, Bengaluru-560051
5.	Last Date & Time for Receipt of Tenders	19.08.2026 at 16:00 Hours
6.	Date & Time for Opening of Technical Bid	21.08.2026 at 11:30 Hours
7.	Opening of Financial Bid	Will be Notified
8.	Validity of Bids	180 days from Last Date for receipt of tenders

-Sd-
Project Engineer-08
Bengaluru Smart Infrastructure Limited

Copy Submitted to the:

1. PS to Hon'ble Managing Director to bring into the kind notice of Hon'ble Managing Director, B-SMILE.
2. Director (Technical), B-SMILE for kind information.
3. Chief Engineer –01, B-SMILE for kind information
4. I.T Advisor with a request to publish the same in the GBA Website.
5. Public Relation Officer, GBA for information and to publish in two leading National Newspapers in Kannada and English.
6. Office Copy

-Sd-
Project Engineer-08
Bengaluru Smart Infrastructure Limited

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A.	**General**	Page No
1	Scope of Tender	6
2	Eligible Tenderers	6
3	Qualification of the Tenderer	7
B.	**Tender Documents**	
4	Content of Tender Documents	9
5	Amendment of Tender Documents	9
C.	**Preparation of Tenders**	
6	Documents comprising the Tender	9
7	Tender Prices	9
8	Tender Validity	10
9	Earnest Money Deposit	10
10	Format and Signing of Tender	12
D.	**Submission of Tenders**	
11	Sealing and Marking of Tenders	12
12	Deadline for Submission of Tenders	12
13	Late Tenders	12
14	Modification and Withdrawal of Tenders	13
E.	**Tender Opening and Evaluation**	
15	Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers	13
16	Opening of Financial Bids of Tenders of Qualified Tenders and Evaluation	13
17	Process to be Confidential	14
18	Clarification of Tenders	14
19	Examination of Tenders and Determination of Responsiveness	14
20	Correction of Errors	15
21	Evaluation and Comparison of Tenders	15
F.	**Award of Contract**	
22	Award Criteria	16
23	Employer's Right to accept any Tender and to reject any or all Tenders	16
24	Notification of Award and Signing of Agreement	16
25	Security Deposit	16
26	Corrupt or Fraudulent Practices	17

A. General

1. Scope of Tender

1.1 The (Referred to as Employer in these documents) invites tenders from Contractors registered/eligible in appropriate class in GBA/B-SMILE / KPWD / CPWD / Railways / MES / any state or Central Govt. Organization Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

2.3 Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

2.4 "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

2.5 "Bidder from a country which shares a land border with India" for the purposes of this Order means:-

(a) An entity incorporated, established or registered in such a country; or
(b) A subsidiary of an entity incorporated, established or registered in such a country; or
(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
(d) An entity whose beneficial owner is situated in such a country; or
(e) An Indian (or other) agent of such an entity; or
(f) A natural person who is a citizen of such a country; or
(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2.6 The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.7 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.8 A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format:
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered". (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2021-2022 to 2025-26

a) Achieved in at least two financial years a minimum financial turnover out of five financial years (in all classes of civil engineering (RCC Median work/ RCC Planter Box Median work) construction works only) of Rs. 180.00 Lakhs.

b) Satisfactorily completed (at least 90% of the contract value), as prime contractor, at least one similar work such as RCC Median work/ RCC Planter Box Median work of value not less than Rs. 45.00 lakhs.

c) executed in any one year, the following minimum quantities of work:

SI No	Item of work	Quality	Unit
1	RCC Precast Medians of length 2.00 m and Height is 1.2 m or	212	Nos
	RCC Precast Medians of length 2.00 m and Height is 1.0 m or	257	
	RCC Precast Medians of length 2.00 m and Height is 0.60 m or	421	
	RCC Precast Medians of length 2.00 m and Height is 0.45 m	564	
2	Road Marking with hot applied Thermo-plastic compound with reflectorizing glass beads	758.00	Sqm

d) Deleted

e) Deleted

3.3 Each Tenderer should further demonstrate :

a) Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, tenderer applying for more than one Package shall demonstrate the resource separately for each package.

Sl No	**Equipment Name / Capacity**	**No of Equipment**	
		Owning	**Lease / Hire Basis**
1	Tipper	-	1
2	Crane of 3 Tonne Capacity	-	1
3	Tractor	1	-
4	JCB	1	-
5	Thermoplastic Lane Marking machine	-	1

b) Liquid assets and /or availability of credit facilities of no less than **Rs. 89.76 Lakhs**(Credit lines/ letter of credit/ solvency certificates from banks for meeting the fund requirement etc.**(Credit lines / letter of credit / certificates from banks for meeting the fund requirement etc. usually the equivalent of the estimated cash flow for 3 months in the peak construction period i.e.,** Rs=(APT*3)/period of completion=. **89.76 lakhs)***

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B) should be greater than 106.00 Lakhs

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2026-27price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2026-27price level, of existing commitments and on-going works to be completed during the next.....years (period of completion of the works for which Tenders are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

7. Content of Tender documents

The contractor shall go through the tender documents and submit technical & commercial bids through KPP Portal online after downloading the tender documents.

8. Clarification of Tender Documents should be done on line

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at office **of Project Engineer-08, B-Smile, GF, Annnex-2 Building, N R Square, and Bengaluru-560002**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Clause 7, which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 **Any addendum thus issued shall be part of the tender documents and shall be posted online in KPP Portal, which the tenderer should download.**

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders through KPP Portal, in accordance with Sub-Clause 16.2 below.

Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

10.1.1 First Cover:

(a) Earnest Money Deposit; on line payment through KPP Portal.

(b) Qualification Information as per formats given in Section 3; Qualification information.

10.1.2 Second Cover:

a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); online through KPP Portal only and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made on-line only, before the deadline prescribed for submission of tender.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than One Eighty (180) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to

modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, prescribed Earnest Money Deposit amount as shown in column No.4 of the table in IFT for this particular work.

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the KPP Portal following the portal procedures.

a. EMD with respect to Amount Put to tender: is **Rs:1.80 Lakhs through KPP Portal only.**

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in KPP Portal.

D. Submission of Tenders

15. Sealing and marking of tenders

Tenderer shall submit the Bid electronically before the submission date and time published.

16. Deadline for submission of the Tenders

16.1 Tenders must be uploaded to KPP Portal within specified Date and time. The employer shall not be responsible for non-submission of tender due to technical error in KPP Portal.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 In online e-procurement system, tenderer will not be able to submit the bid after the prescribed bid submission date & time and date as the icon or the task in the

KPP Portal will not be available.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16 which should be uploaded or communicated through KPP Portal.

18.2 to 18.5 - Deleted.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

(Procedure as per KPP Portal)

19.1 The Employer will open the First Covers of all the Tenders received through KPP Portal the Tenders will be opened at the appointed time and location on the next working day as mentioned in NIT.

19.2 to 19.5 Deleted.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 **Deleted**

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing. Tenderer also can submit on line clarification through KPP Portal through query option.
If they have any query or need clarification related to e-Procurement contact e-procurement help desk from 9 am to 9 pm (Monday to Saturday) Ph. No. 080-22485867.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been digitally properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's

obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a. where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the contract, will not be taken into account in tender Evaluation.

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices

with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

If the submitted tender are below the the estimated cost, the Additional performance security difference for unbalanced amount should be paid by the contractor before execution of agreement. Failure of the successful Tenderer to comply with the requirements, EMD will be forfeited.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile or KPP Portal confirmed by registered letter. This letter (hereinafter and in the *Conditions ofContract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and ~~maintenance~~ of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 21 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price, plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT of the Conditions of Contract. :

a) A Electronic bank guarantee in the form or

b) Fixed Deposited/ Bank Gaurantee in the Nationalized / Schedule Bank, in the name of " **The Managing Director, B-SMILE, B-SMILE Building, 3rd Floor, Timmaiah Road, Tank Bund area, Vasanthanagara, Bangalore-560051.**

29.2 If the security deposit is provided by the successful Tenderer in the form of a**Electronic-Bank Guarantee**, it shall be issued either by a Nationalized/Scheduled bank.

29.3 Line of Credit should be submitted as Fixed Deposited/ Bank Gaurantee in the Nationalized / Schedule Bank, in the name of " **The Managing Director, B-SMILE, B-SMILE Building, 3rd Floor, Timmaiah Road, Tank Bund area, Vasanthanagara, Bangalore-560051. With in Last date of opening of Technical Bid**

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The employer will provide an advance payment on the contract price as stipulated in the conditions of contract, subject to the maximum amount as stated in the contract data.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration
Principal place of business:

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs)
[Attach Certificate from Chartered Accountant]

2021-22_____
2022-23 _____
2023-24_____
2024-25_____
2025-26_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during thefive years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

1.4 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.2 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed: specified in ITB Clause 3			Remarks (Indicate Contract Reference)
2021-22						
2022-23						
2023-24						
2024-25						
2025-26						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Worksremaining to be Completed (Rs. Lakhs)*	Anticipated Date of Completion

1	2	3	4	5	6	7	8

*Attach Certificates from Engineers –in- Charge

(B) Works for which Tenders already submitted:

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]		Owned	Owned and Available		Remarks
	No.	Capacity		No. / Capacity	Age / Condition	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good Financial Standing. If the Contract for this work, namely _____ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _____ to meet the Working Capital Requirements for executing the above Contract.

Sd/-

Name of the Bank, Senior Bank Manger

Address:……..

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work (Attach certificates from the respective Employers.)

1.12 Information on litigations in which the Tenderer is involved

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: "Name of Work"

To

The Project Engineer-08
B-SMILE, GF Annex-2 Building
GBA Head office, N R Square,
Bengaluru-560002.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanyingthis Tender for the Contract Price of…….. [in figures]( ) [in letters].

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:
Name of Tenderer:
Address:

Letter of Acceptance
(letterhead paper of the Employer)

_____ Date:

To: _____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated : ……. for execution of the

_____
__
[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ——
_____ (_____)
[amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs**.....** within 21 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,
Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

Date:

To:

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ———————— a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This Agreement, made on the…….day of……..20…., between……[Name and Address of Employer] (hereinafter called "the Employer") of the one part and…… [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes …….. [Name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees …….

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
    - (i) Letter of Acceptance, Notice to proceed with the Works.
    - (ii) Contractor's Tender.
    - (iii) Contract Data.
    - (iv) Conditions of Contract (including Special Conditions of Contract).
    - (v) Specifications.
    - (vi) Drawings.
    - (vii) Bill of Quantities.
    - (viii) Minutes of Pre Tender Meeting and
    - (ix) Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ----------	was hereunto affixed in the Presence of
Signed, Sealed and Delivered by the said ----	in the Presence of:

Binding Signature of Contractor	Binding Signature of Employer

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

A. General

1. Definitions
2. Interpretation
3. Law governing contract
4. Employers decisions
5. Delegation
6. Communications
7. Subcontracting
8. Other Contractors
9. Personnel
10. Employer's and Contractor's risks
11. Employer's risks
12 Contractor's risks
13. Insurance
14. Site Investigation Report
15 Query about Contract Data
16 Contractor to construct the Works
17. The Works to be completed by Intended Completion Date
18 Approvals by the Employer
19. Safety
20. Discoveries
21. Possession of the Site
22. Access to the Site
23. Instructions
24. Procedure for resolution of disputes

B. Time Control

25. Program
26. Extension of the Intended Completion Date
27. Delays ordered by the Employer
28. Management meetings

C. Quality Control

29. Identifying defects
30. Tests
31. Correction of defects
32. Uncorrected defects

D. Cost Control

33 Bill of Quantities (BOQ)
34 Variations
35. Payment for Variations
36. Submission of bills for payment
37 Payments
38. Compensation events
39. Tax
40 Price Adjustment
41. Liquidated damages

42. Advance Payments
43. Securities
44. Cost of repairs

E Finishing of Contract
45. Completion
46. Taking Over
47. Final account
48. As built drawings and/or Operating and ~~Maintenance~~ Manuals
49. Termination
50 Payment upon termination
51. Property
52. Release from performance

F Special Conditions of Contract

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting: deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1The Employer is responsible for the excepted risks which are:

a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

b) A cause due solely to the design of the Works, other than the Contractor's design; or

c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) Could not have reasonably foreseen; or

ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

A) prevent loss or damage to physical property from occurring by taking appropriate measures or

B) Insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :for loss of or damage to the Works, Plants and Materials and the Contractor's equipment; for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date. The stipulated work period (including monsoon season)

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's

notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 15 days, failing which, the work shall be carried out as though there is no variation. In case of variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of the bill. The contractor shall be liable to pay, as for as possible, liquidated damages for short fall in progress. For progress beyond the agreed program, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the contractor shall deemed to be exclusive of the Goods and Services Tax (GST) and all taxes falling within the preview of GST-Act 2017 but including labor cess, other levies, duties, royalties, cess, toll, taxes

of local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes including GST at source required deductions in this reference will be made as per applicable law.

39.2 GST as per prevailing rate as on last date of bid submission (presently @ 18%) shall be paid on the whole work carried out, while making the payment.

40. Price Adjustment: Deleted (As maximum period for construction is stipulated as 3/11 Months)

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional Electronic Bank guarantee in a form acceptable to the Employer issued by a Nationalized / Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders

shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period (A period of 1 year after completion of work) The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"[1] Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) - Deleted -
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) - Deleted -
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's

costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to

recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

5. Dispute Settlement:

All disputes arising out of or in connection with this Contract shall be:-

a. Referred to the PE-08,B-SMILE
b. Upon such reference, PE-08, B-SMILE shall attempt to amicably resolve the Dispute within 60 (Sixty) days upon acknowledged receipt of such written request from the Contractor.
c. If the dispute is not settled, the first appeal shall lie with the Director (Technical), Managing Director, B-SMILE. The Final decision of the Additional Chief Secretary / Principal Secretary, UDD, shall be binding on either Party.
d. If the Dispute is not settled within 60 (Sixty) days from the date of acknowledged receipt of such written request from the Contractor to the Additional Chief Secretary / Principal secretary, UDD or 120 (One Hundred Twenty) days from the first reference to the PE-08, B-SMILE, either Party may refer the dispute to the Court of law in accordance with the provisions.

Governing Law and Jurisdiction:

All disputes arising out of or in connection with this **Contract shall be governed by the Indian laws for the time being in force, and as amended from time to time and the**

Civil Court at Bengaluru city, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

5. GST

a) **Item rates mentioned in DTS are excluding GST. GST as per prevailing rates applicable will be added in the bills during of payment.**
b) **Regarding GST, Action will be initiated as per Govt order FD 417 expenditure-12/2024 dated 09-08-2024.**

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1.Indian Council of Arbitration, New Delhi;
2.International Centre for Alternative Disputes Resolution (India);
3.Indian Roads Congress;
4.Indian Building Congress;
5.Indian Institute of Bridge Engineers;
6.Indian Institute of Public Health Engineers;
*7.*Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
(i) The Schedule of Operating and ~~Maintenance~~ Manuals -	[48]
(ii) The Methodology and Program of Construction	[25]
(iii) Site Investigation Reports -	[14]
(iv) The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is :
Name: PE-08, B-SMILE [1.1]
Address: GF Annex-2 Building, GBA Head office Bengaluru
Name of authorized Representative: _____
The name and identification number of the Contract is

The Works consist of ----(Refer e-Procurement notification)------
---
[brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1.1]

Milestone dates :	Period from the date of issue of Notice to proceed with the work	
	03 months	
Milestone 1 i.e	25% work in 01 months	Milestone 1 i.e
Milestone 2 i.e	50% work in 02 months	Milestone 2 i.e
Milestone 3 i.e	100% in 03 months	Milestone 3 i.e

The Site Possession Date is: [21]

The Road site is located at :-_(Pl refer sanctioned estimate copy available at PE-08, B-SMILE)
[1.1]
and is defined in drawings nos_(Pl refer sanctioned estimate copy available at PE-08, B-SMILE)

The Defect Liability Period is 03 year and Maintenance Period is 02 years after completion of work. [31]

Insurance requirements are as under:
[13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

The liquidated damages for the delay in work for whole work / for each of the milestones is as under

Milestone 1	**0.1% of contract price fixed for the particular milestone per day.**
Milestone 2	
Milestone 3	

*if any
The maximum amount of Liquidated damages for the whole of the works is 10% (**ten** percent) of the final contract price.

The amounts of the advance payment are: (Inclusion) [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).
Repayment of advance payment for mobilization :
[42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or ——months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which —as-built drawings (in scale …58) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The date by which operating and ~~maintenance~~ manuals are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be. [48]

The following events shall also be fundamental breach of the contract [49.2]

1. The contractor has contravened sub-clause 7.1 and clause 9 of CC.

The percentage to apply to the value of the work not completed representing the employer's additional cost for completing the works shall be 30 percent [50.1]

SECTION 7: SPECIFICATIONS

For Specification of all the latest edition of relevant codes of IS Specification, SP Specification, MORTH should be referred Road/Rigid Pavement/White Topping/Median work Code.

SECTION 8: DRAWINGS

ATTACHED SEPARATELY

SECTION 9: BILL OF QUANTITIES

Uploaded in E-Procurement Portal

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).
2. Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITB Clause 20.1(a)]
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 20.1 (b)]
5. All items of rate is inclusive of all lead and lift, complete.

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To

The Managing Director, B-SMILE
B-SMILE Building
3rd Floor, Timmaiah Road
Tank Bund area, Vasanthanagara,
Bangalore-560051.

WHEREAS ……. [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No…… dated……..to execute ……[name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs…….. [amount of guarantee]Rupees…….. [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [amount of guarantee]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor ……
Name of Bank……..
Address……..
Date……